

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 6th day of August in the year of our Lord one thousand eight hundred and ninety four between C. M. Selon and Minnie Selon his wife of Douglas in the County of Douglas and State of Kansas of the first part, and William T. Sinclair, of Lawrence, Kansas of the second part,

Witnesseth, That the said party 1st of the first part in consideration of the sum of Six Hundred and Fifty DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part his heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: The East Half of Lots Nos. Fifteen (15), sixteen (16) and seventeen (17) in Block No. Forty (40) in the Town of Seecompton; Also the following: Beginning at the South East corner of the North East Quarter of Section No. Three (3), in Township No. Twelve (12), Range No. Eighteen (18), thence running West 84 1/2 feet, thence North 30 feet to center of county road as now laid out, thence East along center line of said road to the section line, thence South along the section line to place of beginning; Also the North 1/2 of 1/2 of the East Fifty (50) Acres of the South East Quarter of Section No. Three (3), in Township No. Twelve (12), Range No. Eighteen (18). First parties hereby agree to maintain insurance to amount of \$600 on above described property for benefit of second party, or assigns. with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of second party, his heirs and assigns forever, against all persons lawfully claiming the same.

This grant is intended as a Mortgage to secure the payment of the sum of Six Hundred and Fifty Dollars according to the terms of one certain Mortgage note this day executed and delivered by the said parties of the first part to the said party of the second part: due in five years from date with interest from date to maturity or default as evidenced by coupons attached to said note, and interest after maturity or default until fully paid, at the rate of ten per cent per annum. and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part his executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the party of the second part his executors, administrators or assigns; and out of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges of making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said parties of the first part, their heirs and assigns.

In Witness Whereof, The said party 1st of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

C. M. Selon (SEAL)

Minnie Selon (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, } ss.

County of Douglas

Be it Remembered, That on this 6th day of August, A. D. 1894, before me L. A. Night, a Notary Public in and for said County and State, came C. M. Selon and Minnie Selon, his wife, to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires April 7th 1895 L. A. Night Notary Public.
Recorded Aug 7 A. D. 1894, at 11 o'clock P M.

James Brooks
Register of Deeds.

In consideration of full payment of the within mortgage I hereby release the same this 5th day of March 1894
-Wm T Sinclair

(For assignment see Book 37 Page 190)
For Partial Release see Book 33 Page 265
(Assigned see Book 26 Page 623)

Attest
All Amosbury
Register of Deeds
By John L. Lounnan
Deputy